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FILED
08 MAR -5 PM 3:44
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Attorneys for Plaintiff MedImpact Healthcare Systems, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MEDIMPACT HEALTHCARE SYSTEMS,
INC., a California corporation,

Plaintiff,

v.

PROCARE RX, a Georgia corporation; and
DANIELLE TAYNAI, an individual,

Defendants.

Case No. '08 CV 0421 JAH POR

**COMPLAINT FOR
(1) MISAPPROPRIATION OF TRADE
SECRETS; (2) INTENTIONAL
INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE;
(3) NEGLIGENT INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE; (4) UNFAIR
COMPETITION - CAL. BUS. & PROF.
CODE § 17200, ET SEQ.; AND
(5) INJUNCTIVE RELIEF**

Plaintiff MedImpact Healthcare Systems, Inc. hereby sues Defendants ProCare Rx and
Danielle Taynai, and alleges as follows:

THE PARTIES

1. Plaintiff MedImpact Healthcare Systems, Inc. ("MedImpact") is, and at all relevant
times herein was, a California corporation with its principal place of business in the County of
San Diego, State of California. MedImpact provides full service Pharmacy Benefits Management
("PBM") services to its clients. MedImpact is an industry leader in the PBM arena.

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1 2. MedImpact is informed and believes, and based thereon alleges, that Defendant
2 ProCare Rx is a corporation organized under the laws of Georgia with its principal place of
3 business in Duluth, Georgia. MedImpact is informed and believes, and based thereon alleges, that
4 ProCare Rx does business throughout the United States and this judicial district.

5 3. MedImpact is informed and believes, and based thereon alleges, that Defendant
6 Danielle Taynai ("Taynai") is an individual residing in and a citizen of the state of Georgia.

7 4. MedImpact is informed and believes, and on that basis alleges, that at all times
8 mentioned herein, each and every Defendant was the agent, servant, employee, joint venturer,
9 partner, subsidiary, and/or co-conspirator of each other Defendant, and that, in performing or
10 failing to perform the acts herein alleged, each was acting individually as well as through and in
11 the foregoing alleged capacity and within the course and scope of such agency, employment, joint
12 venture, partnership, subsidiary and/or conspiracy, and each other Defendant ratified and affirmed
13 the acts and omissions of the other Defendant. Plaintiffs are further informed and believe that
14 each Defendant, in taking the actions alleged herein and/or ratifying the actions alleged herein,
15 acted within the course and scope of such authority and, at the same time, for their own financial
16 and individual advantage, as well as in the course and scope of such employment, agency and as
17 an alter ego therein.

18 5. Whenever, in this Complaint, reference is made to any actions of ProCare Rx, such
19 allegations shall mean that the directors, officers, employees or agent of said entity did perform or
20 authorized the alleged acts or actively engaged in the management, direction and control of such
21 entity and were acting within the course and scope of their employment. Whenever, in this
22 complaint, reference is made to any actions of Taynai and/or any other employee or officer of
23 ProCare Rx, such allegations shall also mean ProCare Rx, acting by and through said individual.

24 **GENERAL ALLEGATIONS**

25 6. From May 2006 until February 2008, Taynai worked for MedImpact in the capacity
26 of Pharmacy Network Development Administrator. While working with MedImpact, Taynai was
27 granted access to highly sensitive proprietary information, including information pertaining to
28 MedImpact's customers and accounts, pricing structures, reports, processes, business methods,

1 identities of key contacts within the industry, information regarding the unique needs and
 2 preferences of particular customers and prospective customers, and other information which is not
 3 obtainable from public sources. Said proprietary information resulted from years of hard work,
 4 information gathering and trial and error by MedImpact.

5 7. MedImpact maintains the secrecy of its proprietary information by executing
 6 confidentiality agreements with all employees, independent contractors, and all other parties
 7 provided with MedImpact's confidential information. In addition, MedImpact uses firewalls,
 8 private networks, and other technical mechanisms to ensure the security of MedImpact's
 9 confidential information. MedImpact also requires registration of all persons given access to
 10 MedImpact's network, employs "pop up" reminders on company computers each time an
 11 employee logs on to the network and maintains password protection of all confidential information
 12 on its server. MedImpact also requires badges and other security mechanisms to control access to
 13 MedImpact's facility so as to safeguard its confidential and proprietary information.

14 8. At the commencement of and during her employment, and as part of MedImpact's
 15 efforts to protect its proprietary information, Taynai agreed to and did sign multiple confidentiality
 16 agreements and acknowledgments. For instance, when Taynai began work at MedImpact in 2006,
 17 she executed the following confidentiality agreement:

18 b. Company Confidential Information. I agree at all times to hold
 19 all Confidential Information in confidence and to not disclose, use,
 20 copy, publish, summarize, or remove from the premises of the
 21 Company any Confidential Information, except (a) as necessary to
 carry out my assigned responsibilities as a Company employee, and
 (b) after termination of my employment, only as specifically
 authorized in writing by an officer of the Company.

22 9. That same day Taynai also promised that when she left MedImpact she would
 23 return all MedImpact documents and records as follows:

24 4. RETURNING COMPANY DOCUMENTS

25 I agree that, at the time of leaving the employ of the Company, I will
 26 deliver to the Company (and will not keep in my possession or
 27 deliver to anyone else) any and all devices, records, data, notes,
 28 reports, proposals, lists, correspondence, specifications, drawings,
 blueprints, sketches, materials, equipment, other documents or
 property, or reproductions of any aforementioned items belonging to
 the Company, its successors or assigns, whether or not confidential.

1 In the event of the termination of my employment, I agree to sign
2 and deliver the "Termination Certification" attached . . .

3 10. In late January 2008, Taynai decided to end her employment with MedImpact. She
4 concealed and misled her supervisors at MedImpact about the fact that she was resigning from
5 MedImpact to join a direct competitor, ProCare Rx. MedImpact is informed and believes, and
6 based thereon alleges, that Taynai accepted a position with ProCare Rx as Manager of Pharmacy
7 Contracting and has recently begun working for the company.

8 11. On Taynai's last day at MedImpact in early February 2008, she certified that she
9 had returned all MedImpact confidential information. On that same day she also acknowledged to
10 MedImpact's Human Resource Department her continuing obligations to protect MedImpact's
11 confidential information and that she could not bring any MedImpact information with her to her
12 new employer. Taynai was provided with a memorandum summarizing her continuing obligations
13 and protocols relating to MedImpact's proprietary and confidential information, as well as a letter
14 from MedImpact's Senior Vice President and General Counsel reminding her of her obligations to
15 return all MedImpact information. Despite these acknowledgments and reminders, MedImpact is
16 informed and believes, and based thereon alleges, that Taynai took MedImpact proprietary
17 information with her when she left.

18 12. On or about February 21, 2008, Taynai sent an email to a MedImpact employee
19 confirming that she had shared MedImpact proprietary information with ProCare Rx's President.
20 Specifically, Taynai admitted that she provided key contact information for one of MedImpact's
21 business associates to ProCare Rx's President. Taynai further indicated that she had shared a
22 confidential document and information that she took with her when she left MedImpact with
23 ProCare Rx's President. In her email, Taynai further stated that ProCare Rx's President asked for
24 an electronic copy of this information. MedImpact's employee refused to comply with Taynai's
25 request for confidential and proprietary information. MedImpact is informed and believes, and
26 based thereon alleges, that Taynai has made similar requests for confidential information from
27 MedImpact employees since she left the company and did in fact take a printed copy of a customer
28 list with her to her new employer.

1 13. MedImpact has demanded that both Taynai and ProCare Rx cease and desist from
2 using MedImpact's confidential and proprietary information and return the same to MedImpact,
3 but Defendants have refused to do so.

4 **JURISDICTION AND VENUE**

5 14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
6 § 1332, as there is complete diversity between the Plaintiff and all Defendants and the amount in
7 controversy exceeds the sum of \$75,000.00.

8 15. Venue is proper in this district under 28 U.S.C. § 1391, because a substantial part
9 of the acts of trade secret misappropriation, unfair competition and interference with economic
10 relationships complained of herein have occurred and are occurring in this judicial district.

11 **FIRST CAUSE OF ACTION**

12 **MISAPPROPRIATION OF TRADE SECRETS**

13 **(Against All Defendants)**

14 16. MedImpact hereby incorporates by this reference Paragraph 1 through 15,
15 inclusive, as if set forth fully herein.

16 17. At all times relevant herein, MedImpact was in possession of trade secrets in its
17 confidential and proprietary information related to its customers and accounts, including unique
18 customer preferences, contracts, pricing structures, reports, processes, business methods,
19 marketing and business plans, identities of key contacts within the industry, and other information
20 which is not obtainable from public sources. This information has economic value in that it
21 enables MedImpact to offer and provide Pharmacy Benefits Management services customized to
22 the unique needs and circumstances of each customer. Said information is not generally known to
23 the public or to the managed pharmacy benefits industry, and derives independent economic value
24 from not being known to the general public or to the relevant industry.

25 18. MedImpact has expended a significant amount of time and resources in developing
26 its proprietary information. In addition, MedImpact goes to great lengths to protect the secrecy of
27 this information by executing confidentiality agreements with all employees, independent
28 contractors, and all other parties provided with MedImpact's confidential information, maintaining

1 firewalls, private networks, and other technical mechanisms to ensure the security of MedImpact's
2 confidential information, labeling certain written communications as confidential, and requiring
3 registration of all persons given access through MedImpact's network, employing passwords and
4 reminder "pop up" screens and several other security mechanisms to protect MedImpact's
5 confidential information.

6 19. MedImpact is informed and believes, and based thereon alleges, that in or about
7 February 2008, Taynai misappropriated proprietary customer and business information belonging
8 to MedImpact and provided that information to her new employer, ProCare Rx. More specifically,
9 and at a minimum, Taynai took with her a hard copy of a document that contains a listing of all of
10 MedImpact's customers and confidential information unique to each. MedImpact is informed and
11 believes, and based thereon alleges, that Taynai shared this list and its contents with ProCare Rx's
12 President, who then requested an electronic copy of the document. Taynai further provided
13 ProCare Rx's President with contact information for a particular business associate of MedImpact
14 that she learned of solely by virtue of her employment with MedImpact. MedImpact is informed
15 and believes, and based thereon alleges, that this is just the tip of the iceberg, and that Taynai and
16 ProCare Rx have willfully misappropriated other information that is confidential and proprietary
17 to MedImpact.

18 20. MedImpact is informed and believes, and based thereon alleges, that ProCare Rx
19 knew or should have known that the information provided by Taynai was taken from and belonged
20 to MedImpact, Taynai's former employer. MedImpact is informed and believes, and based
21 thereon alleges, that ProCare Rx willingly accepted information from Taynai that it did not have
22 prior to her employment with ProCare Rx, and asked Taynai for more information, knowing that
23 information came from MedImpact. MedImpact is further informed and believes, and on that
24 basis alleges, that ProCare Rx performed no due diligence to ensure that Taynai did not share
25 confidential MedImpact information with ProCare Rx and actually encouraged Taynai to
26 misappropriate MedImpact information for the benefit of ProCare Rx.

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1 21. As a proximate result of Defendants' acts as alleged herein, MedImpact has
2 suffered damages, and will continue to suffer damages, unless Defendants are enjoined from using
3 the confidential trade secret information they misappropriated and ordered to immediately return
4 said information, and unless MedImpact obtains actual damages consisting of the loss of
5 customers and revenues in an amount to be proven at trial.

6 22. Defendants, in engaging in the aforementioned acts, are guilty of malice and
7 oppression in that they deliberately intended to harm MedImpact's business and improve their
8 own by misappropriation and acted in conscious disregard of MedImpact's rights. Defendants'
9 conduct therefore warrants the assessment of punitive damages in an amount appropriate to punish
10 Defendants and deter others from engaging in similar conduct.

11 23. Defendants wrongful conduct in misappropriating MedImpact's confidential
12 customer and competitive business information and disclosing and utilizing said information will
13 continue unless and until enjoined and restrained by order of this Court. Without such Court
14 intervention, Defendants' conduct in misappropriating MedImpact's proprietary information will
15 cause great and irreparable injury to MedImpact's business, in that MedImpact has lost and will
16 continue to lose existing and potential clientele and customers.

17 24. MedImpact has no adequate remedy at law for the injuries currently being suffered
18 in that Defendants will continue to wrongfully solicit MedImpact's existing and potential clientele
19 and customers and utilize information that was wrongfully misappropriated from MedImpact,
20 including but not limited to customer information that is not generally available to the public at
21 large. MedImpact is entitled to a temporary, preliminary and permanent injunction against
22 Defendants as prayed herein.

23 25. MedImpact is informed and believes, and on that basis alleges, that Defendants'
24 conduct was, and is, malicious, fraudulent, deliberate and willful. MedImpact is therefore entitled
25 to recover from Defendants exemplary damages in the amount twice the total of the damages
26 recovered for actual loss as permitted by the California Civil Code §3426.3.

27 26. MedImpact is also entitled to an award of attorneys' fees pursuant to California
28 Civil Code § 3426.4.

1 **SECOND CAUSE OF ACTION**

2 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

3 **(Against All Defendants)**

4 27. MedImpact hereby incorporates by this reference Paragraph 1 through 26,
5 inclusive, as if set forth fully herein.

6 28. MedImpact is informed and believes, and based thereon alleges, that as a result of
7 Defendants' conduct in misappropriating MedImpact's confidential customer and business
8 information and using the same to solicit existing and potential MedImpact customers, which has
9 had the effect and shall have the effect of interfering with MedImpact's economic relationships
10 with existing and potential clientele, MedImpact has been damaged in an amount to be established
11 according to proof at trial.

12 29. MedImpact is informed and believes, and based thereon alleges, that Defendants'
13 wrongful acts will continue to cause injury to MedImpact and that such injury will continue unless
14 enjoined and restrained by this Court.

15 30. MedImpact is informed and believes, and based thereon alleges, that the acts of
16 Defendants alleged herein were willful, oppressive, fraudulent, despicable and in conscious
17 disregard of the rights of MedImpact and the resulting harm to MedImpact. Defendants are liable
18 for punitive and exemplary damages in amount to be established according to proof at time of
19 trial.

20 **THIRD CAUSE OF ACTION**

21 **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

22 **(Against All Defendants)**

23 31. MedImpact hereby incorporates by this reference Paragraph 1 through 30,
24 inclusive, as if set forth fully herein.

25 32. As set forth above, economic and ongoing business relationships existed and exist
26 between MedImpact and its clientele and customers containing an existing and probable future
27 economic benefit or advantage to MedImpact.

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7 40. As a proximate and legal result of Defendants' wrongful conduct, MedImpact has
8 been damaged in its business relationships with potential and existing clientele and customers, and
9 has suffered harm in the form of lost sales, loss of reputation, loss of the ability to control access
10 to its trade secrets and loss of goodwill. As detailed herein, MedImpact seeks an order granting
11 MedImpact and the general public relief from Defendants' deceptive, unfair and fraudulent trade
12 practices.

13 **FIFTH CAUSE OF ACTION**
14 **INJUNCTIVE RELIEF**
15 **(Against All Defendants)**

FIFTH CAUSE OF ACTION

INJUNCTIVE RELIEF

(Against All Defendants)

41. MedImpact hereby incorporates by this reference Paragraph 1 through 40,
inclusive, as if set forth fully herein.

18 42. Beginning in or about February 2008, and continuing to the present time,
19 Defendants wrongfully and unlawfully misappropriated confidential and proprietary information
20 belonging to MedImpact, as described in greater detail herein, and unfairly solicited customers.

43. MedImpact has demanded that Defendants stop their wrongful conduct and return MedImpact's confidential and proprietary information. Defendants have refused and continue to refuse to refrain from their misconduct, and prompt judicial action is therefore necessary to protect MedImpact's interest in and control over its intellectual property and to stop ProCare Rx's unfair competition.

44. MedImpact has no adequate remedy at law for the injuries already suffered and likely to be suffered as a result of Defendants' wrongful actions, as it will be impossible for MedImpact to determine the precise amount of damages it will suffer if Defendants' conduct is not

1 restrained. Moreover, if Defendants are not enjoined it will be impossible for MedImpact to
 2 maintain control over its intellectual property and to prevent further disclosure of its highly
 3 confidential and proprietary information to third parties. Monetary damages will not sufficiently
 4 compensate MedImpact for the losses sustained as a result of Defendants' wrongful acts.

5 45. As a proximate result of Defendants' acts as alleged herein, MedImpact has
 6 suffered damages, and will continue to suffer damages, unless Defendants are enjoined from using
 7 the confidential trade secret information that was misappropriated and ordered to return said
 8 information.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, MedImpact demands judgment against Defendants as follows:

- 11 1. For compensatory damages, according to proof, with interest thereon as provided
 12 by law;
 13 2. For consequential and actual damages, according to proof, or disgorgement of
 14 ProCare Rx's profits and/or a reasonable royalty, with interest thereon as provided by law;
 15 3. For exemplary damages;
 16 4. For injunctive relief;
 17 6. For its attorneys' fees;
 18 7. For costs of suit as provided for by law; and
 19 8. For such other relief as the Court deems just and proper.

20
 21 DATED: March 5, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

22
 23 By: 

24 Andrea M. Kimball
 25 Michelle A. Herrera
 26 Attorneys for Plaintiff MedImpact Healthcare
 27 Systems, Inc.
 28

DEMAND FOR JURY TRIAL

Plaintiff MedImpact Healthcare Systems, Inc. hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: March 5, 2008

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

By: _____

Andrea M. Kimball

Michelle A. Herrera

Attorneys for Plaintiff MedImpact Healthcare
Systems, Inc.

101075418.1

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

148433 - SH

**March 05, 2008
15:45:09**

Civ Fil Non-Pris

USAO #: 08CV0421

Judge.: JOHN A HOUSTON

Amount.: \$350.00 CK

Check#: BC35799

Total-> \$350.00

FROM: MEDIMPACT V. PROCARE RX

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

MEDIMPACT HEALTHCARE SYSTEMS, INC.

DEFENDANTS

PROCARE RX, a Georgia corporation; and DANIELLE TAYNAI, an individual

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Gwinnett County

(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Elizabeth L. Clack-Freeman

Andersen, Tate & Carr, P.C.

1505 Lakes Parkway, Suite 100

Lawrenceville, GA 30043

Tel: 770.822.0900; Fax: 822.9680

(c) Attorney's (Firm Name, Address, and Telephone Number)

Andrea M. Kimball, State Bar No. 196485

Luce, Forward, Hamilton & Scripps LLP

600 West Broadway, Suite 2600

San Diego, CA 92101

Tel: 619.236.1414; Fax: 619.645.5323

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---|---------------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus—Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities—Employment <input type="checkbox"/> 446 Amer. w/Disabilities—Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | | |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Diversity - 28 U.S.C. section 1332.

VI. CAUSE OF ACTION

Brief description of cause:

Misappropriation of trade secrets; intentional interference with prospective economic advantage; negligent interference with prospective economic advantage; unfair competition and injunctive relief.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

March 5, 2008

SIGNATURE OF ATTORNEY OF RECORD

Andrea M. Kimball

FOR OFFICE USE ONLY

RECEIPT #

148433

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

American LegalNet, Inc.
www.FormsWorkflow.com

3/5/08

CR